



0000103509

BEFORE THE ARIZONA CORPORATION COMMISSION

MAR -5 P 4:03

WILLIAM A. MUNDELL

Chairman

JIM IRVIN

Commissioner

MARC SPITZER

Commissioner

ARIZONA CORPORATION COMMISSION
CLERK CONTROL

IN THE MATTER OF)

Docket No. S-03491A-02-0000

AMERICAN NATIONAL MORTGAGE)
PARTNERS, L.L.C.)

15021 North 74th Street, Suite 100)
Scottsdale, Arizona 85260)

**MOTION TO CONTINUE
HEARING FOR 30-60 DAYS**

SECURA INNOVATIVE INVESTMENT,)
INC.)

15021 North 74th Street, Suite 100)
Scottsdale, Arizona 85260)

**EXPEDITED ORAL
ARGUMENT REQUESTED**

SECURA MORTGAGE MANAGEMENT,)
L.L.C.)

15021 North 74th Street, Suite 100)
Scottsdale, Arizona 85260)

CASH FLOW UNIVERSITY, INC.)

15021 North 74th Street, Suite 100)
Scottsdale, Arizona 85260)

Arizona Corporation Commission
DOCKETED

MAR - 5 2003

SECURA FUND ARIZONA, L.L.C.)

15021 North 74th Street, Suite 100)
Scottsdale, Arizona 85260)

DOCKETED BY	
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LARRY WILLIAM DUNNING and)
SHEILA DUNNING, husband and wife)
5635 East Lincoln Drive, #23)
Paradise Valley, Arizona 85253-4121)

PHIL VIGARINO and JANE DOE)
VIGARINO, husband and wife)
15021 North 74th Street, Suite 100)
Scottsdale, Arizona 85260)
ROBERT K. REHM)
15021 North 74th Street, Suite 100)
Scottsdale, Arizona 85260)
)
MARK KESLER and JANE DOE)
KESLER, husband and wife)
10783 West Encanto Boulevard)
Avondale, Arizona 85323)
)
FRANK CASPARE and GAIL)
CASPARE, husband and wife)
27 Taconic)
Millwood, New York 10546-1125)
)
Respondents.)

Respondents American National Mortgage Partners, L.L.C., ("ANMP"), Frank and Gail Caspare ("Caspare") (together the "Caspare Respondents") move to continue the hearing, currently set for March 24, 2003, for 30-60 days for the following reasons:

1. A Receiver has just been appointed for ANMP. **Exhibit A.** Caspare apparently is no longer in control of ANMP, and company funds have been frozen. Until this all flushes out, it is not clear that counsel undersigned can even continue to represent ANMP in this matter.

2. The Division is still aggressively investigating Respondents. Counsel has repeatedly approached the Division to settle this matter, but the Division says that it cannot even discuss settlement until its investigation is complete. Last week the Division

sent another lengthy request for documents to Respondents. If the Division is not ready to talk settlement, and its investigation is not completed, how can it possibly be ready to litigate this case? Furthermore, while the Caspare Respondents have gathered the requested documents, the Receiver instructed ANMP not to deliver these documents to the Division.

3. Respondent Dunning does not have a lawyer. Certainly any lawyer that comes in at this point will need time to get up to speed.

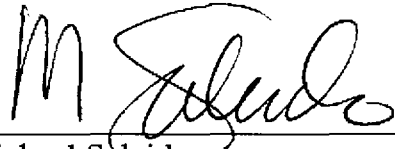
4. Counsel undersigned has a trial conflict. Counsel is the attorney in *Walker v. Huff*, No. CV2000-019265 for which a trial is scheduled on March 25-27, 2003. A copy of that Minute Entry is attached as **Exhibit B**.

There is absolutely no prejudice to the Division if this case is put off for 30 to 60 days. There is a Temporary Order now in place, and Respondents agree to waive any right to a speedy hearing as provided for in the Commission's Rules.

Counsel is available for telephonic oral argument at the Administrative Law Judge's convenience.

RESPECTFULLY SUBMITTED this 5 day of March, 2003.

RENAUD, COOK & DRURY, P.A.

By 
Michael Salcido
Two Renaissance Square
40 N. Central, Suite 1600
Phoenix, Arizona 85004
(602) 307-9900
Attorneys for Respondents Frank Caspare
and Gail Caspare, and American
National Mortgage Partners, L.L.C.

ORIGINAL AND TEN COPIES of the
foregoing hand-delivered this 5 day
of March, 2003, to:

Arizona Corporation Commission
Docket Control Center
1200 West Washington Street
Phoenix, Arizona 85007

COPY of the foregoing hand-delivered
this 5 day of March, 2003, to:

Wendy Coy
Arizona Corporation Commission
Securities Division
1300 West Washington, 3rd Floor
Phoenix, Arizona 85007

COPY of the foregoing mailed this
5 day of March, 2003, to:

David B. Stocker
Suite 234 Valley Commerce Center
4745 North 7th Street
Phoenix, Arizona 85014

Mark D. Chester
Chester & Shein, PC
8777 North Gainey Center Drive, Ste. 191
Scottsdale, Arizona 85258

Larry Dunning
5635 East Lincoln Drive, #23
Paradise Valley, Arizona 85253-4121

Cynthia A. Jansen

Exhibit A

FEB 25 2003 FILED

By MICHAEL K. JEANES, Clerk
Deputy

COPY FOR
CERTIFICATION

SCHIAN WALKER, P.L.C.

3550 NORTH CENTRAL AVENUE, #1500

PHOENIX, ARIZONA 85012-2113

TELEPHONE: (602) 285-4545

FACSIMILE: (602) 234-0419

E-MAIL: ecfdocket@swazlaw.com

DALE C. SCHIAN, #010445

MARK C. HUDSON, #020500

Attorneys for CMC Defendants, Cross Claimants
and Third Party Plaintiffs

SUPERIOR COURT OF ARIZONA

COUNTY OF MARICOPA

ROBERT DELLHEIM and BRIANNA
DELLHEIM, husband and wife,

Plaintiffs,

vs.

AMERICAN NATIONAL MORTGAGE
PARTNERS, L.L.C., an Arizona limited liability
company; LARRY DUNNING and SHEILA
DUNNING, husband and wife; CREATIVE
FINANCIAL FUNDING, L.L.C., an Arizona
limited liability company; ROBERT REHM and
JANE DOE REHM, husband and wife; FRANK
CASPARE and GAIL CASPARE, husband and
wife; CORPORATE FIDUCIAL SERVICES, INC.,
an Arizona corporation; HELEN HARTZE and
JOHN DOE HARTZE, husband and wife; KIM
WEULE and JOHN DOE WEULE, husband and
wife; CHERI PALOMINO and JOHN DOE
PALOMINO, husband and wife; SECURA
MORTGAGE MANAGEMENT, INC., an Arizona
corporation; DOUG BAXTER and JANE DOE
BAXTER, husband and wife; DAVID B.
STOCKER and JANE DOE STOCKER, husband
and wife; CASTLE SUPERSTORE CORP., an
Arizona corporation nka CASTLE MEGASTORE
CORPORATION, an Arizona corporation; 300
EAST CAMELBACK, L.L.C., an Arizona limited
liability company; 222 NORTH 44TH STREET,
L.L.C., an Arizona limited liability company;
TAYLOR COLEMAN and JANE DOE
COLEMAN, husband and wife; ROBERT L.
WICKMAN & ASSOCIATES, an entity of
unknown origin; ROBERT WICKMAN and JANE
DOE WICKMAN, husband and wife; GLOBAL
INVESTMENT GROUP, L.L.C., an Arizona limited
liability company; and GREGORY CROUSE and
JANE DOE CROUSE, husband and wife,

Defendants.

No. CV 2002-024002

**ORDER FOR APPOINTMENT OF
TEMPORARY RECEIVER AND ORDER
TO SHOW CAUSE**

(Assigned to The Honorable Cathy M. Holt)

1 CASTLE MEGASTORE CORPORATION, fka
2 CASTLE SUPERSTORE CORPORATION, an
3 Arizona corporation; 300 EAST CAMELBACK,
4 L.L.C., an Arizona limited liability company; 222
5 NORTH 44TH STREET, L.L.C., a Nevada limited
6 liability company; TAYLOR COLEMAN, a single
7 person; REAL ESTATE HOLDING
8 CORPORATION, INC., an Arizona corporation; I-
9 17/DUNLAP, L.L.C., an Arizona limited liability
10 company; SILVERDALE BUILDING, L.L.C., an
11 Arizona limited liability company; EAST
12 SPRAGUE AVENUE, L.L.C., an Arizona limited
13 liability company; 1113 PROGRESS DRIVE,
14 MEDFORD, L.L.C., an Arizona limited liability
company; 522 NORTH COLUMBIA CENTER
BLVD., L.L.C., an Arizona limited liability
company; 9815 S.W. CAPITOL, L.L.C. an Arizona
limited liability company; FEDERAL WAY
BUILDING, L.L.C., an Arizona limited liability
company; DEER VALLEY/26TH AVENUE, L.L.C.
an Arizona limited liability company; 1851 E.
FIFTH AVE., L.L.C., an Arizona limited liability
company; 5110 CENTRAL AVE., L.L.C., an
Arizona limited liability company; 7102 WEST
ROOSEVELT, L.L.C., a Nevada limited liability
company; 8315 EAST APACHE TRAIL, L.L.C., an
Arizona limited liability company,

15 Cross-Claimants and
16 Third-Party Plaintiffs,

17 vs.

18 LARRY DUNNING and SHEILA DUNNING,
19 husband and wife; ROBERT K. REHM and JANE
20 DOE REHM, husband and wife; FRANK
21 CASPARE and GAIL CASPARE, husband and
22 wife; PAUL J. MEKA and CAROL A. MEKA,
23 husband and wife; ERIC J. STRASSER and JANE
24 DOE STRASSER, husband and wife; ANMP 74TH
25 STREET, L.L.C., an Arizona limited liability
26 company; AMERICAN NATIONAL MORTGAGE
PARTNERS, L.L.C., an Arizona limited liability
company; SECURA FUND ARIZONA, L.L.C., an
Arizona limited liability company; SECURA
MORTGAGE MANAGEMENT, L.L.C., an Arizona
limited liability company; SECURA INNOVATIVE
INVESTMENT, INC., an Arizona corporation;
CORPORATE FIDUCIAL SERVICES, INC., a
Nevada corporation; N.P. INVESTMENTS, INC.,
aka NP INVESTMENTS, a Nevada corporation,
CREATIVE FINANCIAL FUNDING, L.L.C., dba

1 CREATIVE FINANCIAL FUNDING, an Arizona
2 limited liability company; PONTCHARTRAIN
3 REALTY FUND, L.L.C., an Arizona limited
4 liability company; VALLEY FINANCIAL
5 FUNDING, L.L.C., dba VALLEY FINANCIAL
6 FUNDING, an Arizona limited liability company;
7 MONEY POWER, USA, INC., an Arizona
8 corporation; SHE LA VIE COSMETICS, INC., an
9 Arizona corporation; M&M&M GROUP, L.L.C., an
10 Arizona limited liability company; FRIENDS
11 INVESTORS, L.L.C., an Arizona limited liability
12 company; CORPORATE WAREHOUSE, L.L.C.,
13 an Arizona limited liability company; ROOSEVELT
14 WAREHOUSE, L.L.C., an Arizona limited liability
15 company; CASTLE ROOSEVELT WAREHOUSE,
16 L.L.C., an Arizona limited liability company;
17 MEGASTORE ROOSEVELT WAREHOUSE,
18 L.L.C., an Arizona limited liability company; SAN
19 MIGUEL LENDERS, L.L.C., an Arizona limited
20 liability company; CORPORATE MANAGEMENT
21 SOLUTIONS, INC., an Arizona corporation; I-10
22 INVESTORS, L.L.C., an Arizona limited liability
23 company; CORPORATE FIDUCIAL SERVICES,
24 INC., as Trustee for 5501 E. CAMELBACK
25 TRUST dated September 11, 2001; CORPORATE
26 FIDUCIAL SERVICES, INC., as Trustee for
SILVERDALE BUILDING TRUST dated
6/27/2000; CORPORATE FIDUCIAL SERVICES,
INC., as Trustee for PROGRESS DRIVE TRUST
dated August, 2000; CORPORATE FIDUCIAL
SERVICES, as Trustee for 522 N. COLUMBIA
BLVD. TRUST dated February 22, 2001;
CORPORATE FIDUCIAL SERVICES, INC., as
Trustee for 9815 S.W. CAPITOL HWY TRUST
dated June 29, 2001; CORPORATE FIDUCIAL
SERVICES, INC., as Trustee for THE FEDERAL
WAY BUILDING, L.L.C. TRUST dated
01/27/2000; CORPORATE FIDUCIAL SERVICES,
INC., as Trustee for DEER VALLEY TRUST dated
September 20, 2000; CORPORATE FIDUCIAL
SERVICES, INC., as Trustee for 222 N. 44TH
STREET TRUST dated August 31, 2001;
CORPORATE FIDUCIAL SERVICES, INC., as
Trustee for DEER VALLEY II TRUST, L.L.C.;
PAUL J. MEKA, as Trustee for THE FEDERAL
WAY BUILDING, L.L.C. TRUST dated
01/27/2000; PAUL J. MEKA, as Trustee for
CORPORATE WAREHOUSE, L.L.C.; PAUL J.
MEKA and CAROL A. MEKA, as Trustees for
THE MEKA FAMILY TRUST; CORPORATE
MANAGEMENT SOLUTIONS, as Trustee for THE
ROOSEVELT STREET TRUST dated APRIL 22.

1 2002; CORPORATE MANAGEMENT
2 SOLUTIONS, as Trustee for SAN MIGUEL
3 LENDERS, L.L.C.; ERIC J. STRASSER, as Trustee
4 for CAMELBACK 300 TRUST; JOHN and JANE
DOES 1-50; ABC CORPORATIONS 1-50; XYZ
PARTNERSHIPS 1-50; BLACK & WHITE
LIMITED LIABILITY COMPANIES 1-50,

5 Cross-Defendants and
6 Third-Party Defendants.

7 The Court having reviewed the CMC Defendants / Cross-Claimants / Third Party
8 Plaintiffs' (jointly "Castle") *Answer, Cross-Complaint, and Third Party Complaint*, and the same
9 parties' *Application for the Appointment of a Temporary Receiver and Order to Show Cause Why*
10 *Receiver Should Not be Appointed*, (the "Application") having heard the arguments of counsel for the
11 parties, having deliberated on the matter, and having determined that Castle is entitled to the
12 appointment of a receiver;

13 IT IS ORDERED that:

14 (1) Receivership Estate. The *Application for the Appointment of a Temporary*
15 *Receiver* is granted as to those persons and entities shown in Exhibit 1; and

16 (2) Receiver. Michael Crook is appointed as the Receiver pending further Orders of
17 this Court. Before entering upon the duties of receiver, the Receiver shall file a bond with the clerk of
18 the Superior Court in the amount of \$ 20,000 .00, which shall be conditioned to provide that
19 Michael Crook shall faithfully discharge the duties of receiver in this action and will obey the Orders of
20 this Court. Michael Crook shall make an oath to that effect; and

21 (3) Possession. Identify and take immediate and exclusive possession of the real
22 property of those persons or entities subject to this Order together with all personal property found
23 thereon or elsewhere, including, without limitation, all equipment, fixtures, furnishings, records and
24 inventory; and

25 (4) Maintenance. Operate and safeguard the property making such repairs as are
26 needed to keep the property in good and rentable condition, and in the case of an income property, to

1 pay the costs of such repairs from funds of the Receivership to the extent there are funds available, but
2 only such costs as arise out of the Receiver's operation of the property subsequent to his/her
3 appointment and not any bills of the owner or prior operator unless the payment of such sums is
4 essential to the continued operation of the property; and

5 (5) Receiver's Agents. Hire such agents, independent contractors, and employees as
6 may be needed to assist the Receiver in managing the receivership property, provided the amount of
7 compensation paid to such agent or firm must be comparable to that charged by similar companies for
8 similar services; and

9 (6) Receiver's Counsel. Hire independent legal counsel if needed by the Receiver,
10 and to pay such person for their services at rates the Receiver deems appropriate for the services
11 provided; and

12 (7) Reimbursement of Receiver. Reimburse the Receiver for his/her out-of-pocket
13 expenditures as well as any support staff the Receiver may provide to the estate, including any
14 employees who directly assist the Receiver in carrying out his/her duties; and

15 (8) Existing Bank Accounts. Issue demands for the freezing and turnover of funds
16 upon any financial institution which the Receiver has determined is a depository of funds belonging to
17 or arising from the Receivership entity, whether such accounts be titled in the name of the entity or not,
18 and the Receiver may indemnify the institution upon whom such demand is made on behalf of the
19 Receivership estate; and

20 (9) Utility Services and Deposits. Issue demands in the name of the Receivership
21 estate upon public utilities which the Receiver determines provide services to the subject property, to
22 transfer such services together with any deposits held by the utility to the exclusive control of such
23 Receiver; and

24 (10) Post Office Box. Issue demands in the name of the Receivership upon the U.S.
25 Postal service to gain exclusive possession and control of such postal boxes as may have been used by
26 persons or entities subject to this Order for the receipt of rent and other mail; and

1 (11) Sources of Revenue. Identify all revenue sources, and make demand upon all
2 payees, to make remittances of future sums and past due balances solely to Receiver; and

3 (12) Pre-Receivership Bills. Pay only current operating expenses of the Receivership
4 incurred by Receiver subsequent to his/her appointment including, without limitation, fees and
5 administrative expenses of the Receiver, but the Receiver may not use funds of the Receivership estate
6 to pay any bills for goods or services contracted for or provided to the property or to persons or entities
7 subject to this Order and of their agents prior to the date of this Order unless such payment is necessary
8 to enable the Receiver to continue to operate the property or are deemed by the Receiver to be
9 reasonable and necessary; and

10 (13) Insurance. Determine whether adequate insurance is in place, and if not, to Order
11 and pay for such insurance from available funds; and

12 (14) Receiver's Right to Borrow. The Receiver may borrow from outside parties for
13 the purpose of funding operation of the Receivership estate in the case where the revenues are not
14 sufficient for the Receiver to perform all of the tasks and duties set forth in this Order and to pay all
15 operating expenses of the Receivership, including fees and expenses of the Receiver. Prior to borrowing
16 Receiver shall first obtain Court approval for the issuance of Receiver's Certificates evidencing the debt
17 and priority of repayment; and

18 (15) Monthly Reporting. Provide the litigants, and any other interested party who
19 requests it, a computerized monthly summary of revenues and disbursements on a "cash reporting basis"
20 as that term is commonly understood within the accounting profession, and upon conclusion of the
21 Receivership, the Receiver shall file with the Court a final summary accounting for the full term of the
22 Receivership; and

23 (16) Payment of Receiver. The Receiver shall be entitled to pay to himself from
24 Receivership funds in his/her possession, whether earned or borrowed, accrued fees earned by Receiver
25 calculated at the rate of \$175.00 per hour, for such time as is reasonable and necessary for Receiver to
26 accomplish the purposes and tasks set forth in this Order, and which time shall be accounted for in the

1 for in the monthly financial report. Additionally, Receiver shall be entitled to receive reimbursement for
2 actual out-of-pocket expenses incurred on behalf of the Receivership estate, plus Receiver's standard
3 costs for mileage, faxes, copies, and similar Receiver provided benefits; and

4 (17) Cooperation. Persons or entities subject to the Order herein are directed to
5 cooperate with the Receiver and to disclose all information relevant to any property or its business
6 operations, including names of all vendors and suppliers, provide originals leases, copies of bills, service
7 contracts, bank accounts, and to turn over to the Receiver any other material relevant and necessary in
8 the opinion of the Receiver to the fulfillment of the tasks and objectives set forth in this Order. Any
9 other persons owing sums to the persons or entities subject to the Order herein which would otherwise
10 be payable to persons or entities subject to the Order herein are required to pay such sums to the
11 Receiver; including any portion thereof which represents payment for the past due rents or services; and

12 (18) Hold Harmless. This Receivership estate shall indemnify and hold harmless the
13 Receiver individually, his/her community estate, and his/her related companies from any claims made
14 by persons not a party to this Receivership Order, which claims arise out of the operation of this
15 Receivership, except in a case where the Receiver has acted outside the scope of his/her authority, or
16 committed fraud or intentionally misrepresented his/her ministerial authority as Receiver. In the event a
17 suit is filed against the Receiver, or a related entity of Receiver, over an issue arising out of this action,
18 except as conditioned above, it shall be incumbent upon the Receivership estate to reimburse Receiver
19 for the fees and costs of defending such action, including any appeals thereof to final resolution and
20 award of judgments; and

21 (19) Notice to Parties. Should it become necessary for the Receiver to petition the
22 Court for clarification of the provisions of this Order, or to request other powers as the circumstances
23 may then dictate are necessary, it is agreed by the parties that three (3) days notice shall be sufficient
24 notice to Plaintiffs, Defendants, Cross-Claimants, Cross-Defendants, Third Party Plaintiffs, Third Party
25 Defendants and any other party subject to this action; and

26 (20) Surrender of Assets. Persons or entities subject to this Order herein are Ordered

1 to turn over to the Receiver, and to instruct their agents and employees to turn over to Receiver, all
2 profits, cash and other assets of the receivership estate, all keys and contracts, all receivables and all
3 other things of value, and to cooperate with Receiver in all ways reasonable as he/she performs his/her
4 Court-appointed tasks. Persons or entities subject to this Order, their agents and employees, may not
5 interfere with or impede the Receiver in any way, nor shall any person or entity subject to this Order or
6 any agent of any person or entity subject to this Order enter upon the Receivership property except with
7 the prior consent of the Receiver; and

8 (21) Computer Access Codes. Persons or entities subject to this Order shall provide
9 Receiver with all passwords needed to access all records and files maintained on any computer located
10 on the receivership property, or any other computers on which such information is stored, together with
11 passwords needed to access the e-mail account or accounts of persons subject to this Order; and

12 (22) Non-interference Provision. It is further Ordered that, except by leave of this
13 Court, all lessors, lessees, customers, principles, investors, suppliers, and or creditors seeking to enforce
14 any claim, right, or interest against persons subject to this Order, are barred by this Order from using any
15 "self-help" or doing anything whatsoever to interfere in any way with the Receiver in the conduct of the
16 receivership estate; and

17 (23) Termination of Receivership. Upon dismissal of the action upon which this
18 Receivership is based, Castle shall petition the Court to Discharge the Receiver and Exonerate
19 Receiver's Bond provided the Receiver shall have first submitted his/her final report and accounting and
20 Castle shall have first approved of same. Upon approval of Receiver's Final Accounting and
21 termination by the Court all lessors, lessees, customers, principals, investors, suppliers, and or creditors
22 who are not a named party to the action shall be barred from seeking to enforce any claim, right, or
23 interest against the Receiver and the indemnification of the Receiver by the Receivership estate shall
24 survive the termination of this Receivership; and

25 (24) Operation of the Business. Where the Receivership estate consists of an operating
26 business other than passive real estate property management wherein specialized knowledge and or

1 experience may be required for the operation of the business, the Receiver shall have the sole discretion
2 to retain the present operator, whether that operator be the owner or not, and to permit such operator to
3 operate the business, subject to the Receiver's oversight and directives, provided that operator shall be
4 required to deposit all revenues of the business into an impound account controlled by the Receiver, and
5 thereafter operator shall apply to the Receiver for payment of all expenses of the business by providing
6 documentation sufficient for the Receiver to determine that the expenditure is appropriate, necessary and
7 of correct amount as supported by invoices and bills of lading; and

8 (25) General Powers of the Receiver. The Receiver, in addition to those explicit
9 powers and authorities set forth herein, shall at all times have the right to exercise his/her sole and
10 exclusive discretion over matters affecting the operation of the Receivership estate when in his/her
11 judgment certain actions not completed by this Order as both necessary and prudent, subject to the right
12 of all parties to appeal any decision of the Receiver to the Court which has appointed him/her; and

13 (26) Access. That in Order to perform his duties, the Receiver shall have unlimited
14 access to the books and records of the persons and entities subject to the Order of receivership, including
15 the unlimited right to inspect and copy all records relating to the persons and entities subject to this
16 Order; and

17 (27) General Authority. That the specific powers enumerated in this Order shall not
18 exclude the general authority granted to the Receiver for any reasonable purpose related to the real
19 property at issue, the promissory notes executed by the Cross-Claimants, and the obligations owed by
20 certain of the Defendants and Cross-Defendants to the Arizona Corporation Commission pursuant to the
21 orders entered with respect to those persons.

22 (28) Compromise and Settle. The Receiver may compromise, settle and release any
23 claims or obligations of or associated with the receivership entities, including entering into consent
24 orders and decrees with any governmental agencies having jurisdiction over the receivership entities.

25 (29) Service. As soon as possible, but at least three days prior to the date of hearing,
26 service of this Order shall be made on the Cross-Defendants herein by any one of the following

1 methods: (a) personal service, (b) one publication in a weekly or daily newspaper published in Maricopa
2 County, Arizona, (c) service by registered or certified mail, with return receipt requested.

3 (30) Governmental Investigations. The Receiver shall cooperate with all state and
4 federal investigative, police, prosecutorial, or administrative agencies that are involved in any manner
5 with the persons or entities subject to this Order and the Receivership, including, but not limited to,
6 providing them with reasonable access to and copies from the books and records of the receivership
7 entities; and

8 (31) Order to Show Cause. That a hearing will be conducted on 6th day of March,
9 2003 at 3:00 pm o'clock in Courtroom 309, Maricopa County Superior Court located at 125 West
10 Washington, Phoenix, Arizona, at which time the persons or entities subject to this Order and
11 Temporary Receivership shall appear and show cause, if they have any, why this Order and
12 Receivership should not be made permanent pending further Orders of this Court.

13 DATED this 25th day of February, 2003.

14 HONORABLE CATHY M. HOLT

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16 
17 _____
18 Judge of the Superior Court
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25
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Coleman\Deltheim\Plead\Order (Receiver).doc

Exhibit 1

Persons Subject to Receivership Order

- 1) ANMP 74TH STREET, L.L.C, an Arizona limited liability company
- 2) AMERICAN NATIONAL MORTGAGE PARTNERS, L.L.C., an Arizona limited liability company
- 3) SECURA FUND ARIZONA, L.L.C., an Arizona limited liability company
- 4) SECURA MORTGAGE MANAGEMENT, L.L.C., an Arizona limited liability company
- 5) SECURA INNOVATIVE INVESTMENT, INC., an Arizona corporation
- 6) CORPORATE FIDUCIAL SERVICES, INC., a Nevada corporation
- 7) N.P. INVESTMENTS, INC., aka NP INVESTMENTS, a Nevada corporation
- 8) CREATIVE FINANCIAL FUNDING, L.L.C., dba CREATIVE FINANCIAL FUNDING, an Arizona limited liability company
- 9) PONTCHARTRAIN REALTY FUND, L.L.C., an Arizona limited liability company
- 10) VALLEY FINANCIAL FUNDING, L.L.C., dba VALLEY FINANCIAL FUNDING, an Arizona limited liability company
- 11) MONEY POWER, USA, INC., an Arizona corporation;
- 12) SHE LA VIE COSMETICS, INC., an Arizona corporation
- 13) M&M&M GROUP, L.L.C., an Arizona limited liability company
- 14) FRIENDS INVESTORS, L.L.C., an Arizona limited liability company
- 15) CORPORATE WAREHOUSE, L.L.C., an Arizona limited liability company
- 16) ROOSEVELT WAREHOUSE, L.L.C., an Arizona limited liability company
- 17) CASTLE ROOSEVELT WAREHOUSE, L.L.C., an Arizona limited liability company
- 18) MEGASTORE ROOSEVELT WAREHOUSE, L.L.C., an Arizona limited liability company
- 19) SAN MIGUEL LENDERS, L.L.C., an Arizona limited liability company
- 20) CORPORATE MANAGEMENT SOLUTIONS, INC., an Arizona corporation;

- 1 21) I-10 INVESTORS, L.L.C., an Arizona limited liability company
- 2 22) CORPORATE FIDUCIAL SERVICES, INC., as Trustee for 5501 E. CAMELBACK TRUST
- 3 dated September 11, 2001
- 4 23) CORPORATE FIDUCIAL SERVICES, INC., as Trustee for SILVERDALE BUILDING
- 5 TRUST dated 6/27/2000
- 6 24) CORPORATE FIDUCIAL SERVICES, INC., as Trustee for PROGRESS DRIVE TRUST dated
- 7 August, 2000
- 8 25) CORPORATE FIDUCIAL SERVICES, as Trustee for 522 N. COLUMBIA BLVD. TRUST
- 9 dated February 22, 2001
- 10 26) CORPORATE FIDUCIAL SERVICES, INC., as Trustee for 9815 S.W. CAPITOL HWY
- 11 TRUST dated June 29, 2001
- 12 27) CORPORATE FIDUCIAL SERVICES, INC., as Trustee for THE FEDERAL WAY
- 13 BUILDING, L.L.C. TRUST dated 01/27/2000
- 14 28) CORPORATE FIDUCIAL SERVICES, INC., as Trustee for DEER VALLEY TRUST dated
- 15 September 20, 2000
- 16 29) CORPORATE FIDUCIAL SERVICES, INC., as Trustee for 222 N. 44TH STREET TRUST
- 17 dated August 31, 2001
- 18 30) CORPORATE FIDUCIAL SERVICES, INC., as Trustee for DEER VALLEY II TRUST L.L.C.;
- 19 31) PAUL J. MEKA, as Trustee for THE FEDERAL WAY BUILDING, L.L.C. TRUST dated
- 20 01/27/2000;
- 21 32) PAUL J. MEKA, as Trustee for CORPORATE WAREHOUSE, L.L.C.
- 22 33) PAUL J. MEKA and CAROL A. MEKA, as Trustees for THE MEKA FAMILY TRUST
- 23 34) CORPORATE MANAGEMENT SOLUTIONS, as Trustee for THE ROOSEVELT STREET
- 24 TRUST dated APRIL 22, 2002
- 25
- 26

1 35) CORPORATE MANAGEMENT SOLUTIONS, as Trustee for SAN MIGUEL LENDERS,
2 L.L.C.

3 36) ERIC J. STRASSER, as Trustee for CAMELBACK 300 TRUST
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Exhibit B

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

*** FILED ***
11/13/2002

11/06/2002

CLERK OF THE COURT
FORM V000A

HONORABLE JOHN A. BUTTRICK

C.I. Miller
Deputy

CV 2000-019265

FILED: _____

DAN J WALKER, et al.

DAN J WALKER
PETER SALCIDO (C/O RENAUD
COOK
40 NORTH CENTRAL SUITE 1600
PHOENIX AZ 85004-4449

v.

FIRST AMERICAN ACCEPTANCE
CORPORATION, et al.

PHILIP B WHITAKER

STATUS CONFERENCE

9:22 a.m. This is the time set for Telephonic Status Conference Re Resetting New Final Pretrial Conference and Trial Dates. Present on conference telephone: Michael Peter Salcido and Philip Whitaker.

No court reporter is present.

Discussion is held regarding resetting this matter for trial.

THIS IS A TRIAL RE-SETTING ORDER. PLEASE READ CAREFULLY FOR COMPLIANCE.

IT IS ORDERED as follows:

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

*** FILED ***
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Deputy

CV 2000-019265

1. Resetting this matter for Trial to the Court at 9:30 a.m., on March 25, 2003, before Judge John A. Buttrick, Courtroom 301, Old Courthouse, 125 West Washington, Phoenix, AZ 85003.

Estimated length of trial: Three (3) Days.

THIS IS A FIRM TRIAL SETTING. A MOTION TO CONTINUE BASED ON LACK OF PREPARATION WILL ORDINARILY NOT BE GRANTED.

2. A Final Pretrial Conference is set for March 14, 2003, at 2:30 p.m.

DUTIES PRIOR TO THE FINAL PRETRIAL CONFERENCE

3. **MOTIONS IN LIMINE.** All Motions in Limine shall be filed no later than February 14, 2003, before the Final Pretrial Conference and such motions must meet the test of State v. Superior Court, 108 Ariz. 396, 397; 499 P.2d 152 (1972): The primary purpose of a Motion in Limine is to avoid disclosing prejudicial matters which may compel a mistrial. See also, Ariz. R. Evid. 103(c). A written response to a Motion in Limine may be filed no later than ten (10) days thereafter. The court may rule on Motions in Limine without oral argument. No replies shall be filed.

4. **JOINT PRETRIAL STATEMENT.** Before the Final Pretrial Conference, counsel shall deliver to the trial judge by March 11, 2003, a copy of the Joint Pretrial Statement signed by all counsel.

Deposition Summary: In addition to the information required by Rule 16(d), counsel shall at the Final Pretrial Conference provide to the Court copies of any deposition transcripts to be read to the jury. The offering party will highlight the portions to be read, the other side will highlight Rule 106 additions, and any objections for the

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CV 2000-019265

court to rule on will be clearly marked in the margin. The parties are encouraged to agree on narrative summaries of deposition testimony, using brief question and answer excerpts only to emphasize very important testimony or to cover areas of testimony that cannot be summarized to the satisfaction of all counsel. No stipulation should be unreasonably refused.

Final Trial Witnesses: In addition to the information required by Rule 16(d), the Joint Pretrial Statement shall include an exhibit titled: **Final Trial Witness List**. This list shall contain the name of each witness a party actually intends to call at trial, the day on which they intend to call each witness and the estimated time needed for direct, cross and re-direct examination.

DUTIES AT FINAL PRETRIAL CONFERENCE

5. At the Final Pretrial Conference, counsel shall be prepared to discuss:

1. Stipulations for the foundation and authenticity of exhibits.
2. Agreed-upon deposition summaries and excerpts from deposition transcripts and the editing of any videotaped depositions.
3. Use of short-trial or summary jury trial.
4. Any special scheduling or equipment issues.

6. Counsel shall call the division clerk at least one week before trial to make arrangements for marking exhibits. The exhibits will be marked serially as they are listed in

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the Joint Pretrial Statement -- Plaintiff's first,
Defendant's second. Please advise the clerk, by signed
stipulation or on the record referring specifically to the
Joint Pretrial Statement, which exhibits may be marked
directly into evidence.

9:28 a.m. Matter concludes.